

The Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

CEDAR PARK ASSEMBLY OF GOD OF
KIRKLAND, WASHINGTON,

Plaintiff,

v.

MYRON “MIKE” KREIDLER, et al.,

Defendants.

NO. 3:19-cv-05181-BHS

DECLARATION OF PAUL M.
CRISALLI IN SUPPORT OF
DEFENDANTS’ MOTION TO
EXTEND THE DISPOSITIVE
MOTION FILING DEADLINE

NOTE ON MOTION CALENDAR:
MARCH 10, 2023

I, PAUL M. CRISALLI, declare as follows:

1. I am over the age of 18, am competent to testify on the matters contained in this declaration, and make this declaration based on my personal knowledge.

2. I am an attorney licensed to practice law in Washington State. I am an Assistant Attorney General in the Complex Litigation Division of the Washington State Attorney General’s Office (AGO) and am one of the attorneys representing the Defendants in this action.

3. During discovery, Cedar Park’s 30(b)(6) designees testified that, before filing the operative complaint, Cedar Park had received offers for plans that excluded abortion and contraceptive services, and such plans were cheaper than those offered by Cedar Park’s original insurance carrier (Kaiser Permanente).

4. On January 4, 2023, Defendants received the official transcripts of Cedar Park's 30(b)(6) deposition, along with the errata forms signed by the designees. Their signatures were dated December 29, 2022. The testimony and documents produced by Cedar Park revealed that Cigna offered two options, a fully insured option and a level-funded option, that would exclude the services and would be cheaper than the plan options offered by Kaiser. Shortly thereafter, on January 5, 2023, Defendants brought a renewed motion to dismiss.

5. After the parties completed briefing on the renewed motion to dismiss, Defendants asked Cedar Park to produce attachments to emails that were not included in discovery productions. Defendants pointed out that a July 18, 2019 email referenced another cheaper proposal from Cigna. During a phone call on February 23, 2023, Cedar Park agreed to produce the document, which occurred on February 27, 2023. As Defendants just received the document, they are evaluating whether it warrants further discovery through deposition or other means.

6. This document is relevant to both the renewed motion to dismiss and the motion for summary judgment, as it discloses additional plan options that excluded abortion and certain contraceptives.

7. On February 17, 2023, Defendants served upon Cedar Park a motion for Rule 11 sanctions, consistent with Federal Rules of Civil Procedure 11(c)(2), based on the misrepresentations of Cedar Park, its attorneys, pastor, and Chief Financial Officer in pleadings to this Court and the Ninth Circuit. If Cedar Park does not cure the deficiencies identified in that motion within 21 days from service, Defendants intend to file that motion with this Court.

8. On February 24, 2023, I spoke by phone with Cedar Park's attorney Kevin Theriot, asking if Cedar Park would agree to the extension based on the reasons outlined in the motion. He informed me that Cedar Park would oppose the extension.

I declare under penalty of perjury under the laws of the State of Washington and the United States of America that the forgoing is true and correct and of my own knowledge.

1 DATED and SIGNED this 28th day of February 2023, at Seattle, Washington.

2 /s/ Paul M. Crisalli

3 PAUL M. CRISALLI, WSBA #40681

4 Assistant Attorney General